

# **REQUEST FOR QUOTATION**

QUOTATIONS WILL BE RECEIVED UNTIL 5:00 P.M. M.S.T. ON OCTOBER 25, 2004

DATE PUBLISHED October 14, 2004 RFQ R9-5-018

ARIZONA DEPARTMENT OF PUBLIC SAFETY 2102 W. ENCANTO BLVD. P O BOX 6638 MAIL DROP 1330 PHOENIX ARIZONA 85005 PHONE (602) 223-2452 FAX (602) 223-2944

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# **VENDOR QUOTATION**

Read the terms and conditions attached before preparing your quotation. Vendor should quote his best price, FOB destination, including all delivery charges, but excluding applicable taxes. Delivery schedule and discount for early payment should be indicated in the spaces provided below. Return your quotation promptly to Finance at the above address, referencing the RFQ number on your return envelope, or **fax** to **(602)-223-2944**.

			TH	HS IS NOT	A PURCHA	SE ORD	ER.			
DELIV	ERY POINT:							PROCUREMENT SPECIALIST: CAROL WILSON		
ITEM	QUANTITY	UNIT		DESCRIPT	ION					
			The Arizona l			Safety i	S			
			Maintenance Color Copier - Canon IRC 3200			3200				
			THIS SECTION	ON MUST	RE COMP	LETED	RV VE	NDOR		
Company Name A		A	ddress	OIV WICH	City	State	Zip	Telephone No	•	
								Fax No.		
Delivery is promised withincalendar days after receipt of an order. If payment is made withindays										
after receipt of goods or services, the buyer is entitled to a discount of% on the above listed price(s).										
Signature				Date		Т	vned Na	me and Title		

### TERMS AND CONDITIONS FOR RFQ'S



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# The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference.

- 1. Quotations, in order to receive consideration, must be on page one, signed and received in DPS Finance no later than the time and business date specified on the Request for Quotation.
- 2. These are informal quotations and are not read at a public opening, but information may be obtained at any time after they have been tabulated, evaluated and awarded.
- 3. Unless otherwise specifically provided in this Request for Quotation, all equipment, materials, parts and other components incorporated in the work or end item covered by this contract shall be completely new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this contract shall be performed in a skilled and workmanlike manner.
- 4. In case of error in the extension of prices in the Quotation, the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date for receiving Quotations. Negligence on the part of the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
- 5. Unless the Vendor states otherwise, the Buyer reserves the right to award by individual line item, by groups of line items, or as a total, whichever is deemed most advantageous to the State.
- 6. The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be furnished upon request. Sales tax, if any, should be indicated as a separate item.
- 7. A separate invoice shall be issued for each shipment and no payment will be made prior to receipt of goods or services and correct invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes.
- 8. Payment discount periods will be computed from the date of receipt of goods/services or correct invoice, whichever is later, to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on the full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
- 9. Periods of time, stated as a number of days, shall be calendar days.
- 10. Samples requested must be furnished free of any expense and, if not destroyed or required as a future quality standard on award items, will upon request, be returned at the Vendor's expense.
- 11. Vendor agrees to indemnify, defend, and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Request for Quotation. Vendor will indemnify Buyer against all claims for damages to persons or property resulting from defects in materials or workmanship.
- 12. The right is reserved to reject any, or all, bids, combinations of items, or lot, and to waive informalities not inconsistent with law.
- 13. Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
- 14. Erasures, interlineations or other changes must be initialed by the person(s) signing the Request for Quotation.
- 15. This Request for Quotation and any resulting contract shall be governed by the Uniform Commercial Code, as adopted in the State of Arizona and the Arizona Procurement Code and shall be governed by the law of the State of Arizona. Suits pertaining to this Quotation may be brought only in the courts of the State of Arizona.
- 16. Any contract resulting from this Request for Quotation is subjected to cancellation by the Governor for conflict of interest pursuant to A.R.S. 38-511, the provisions of which are incorporated herein.

# SPECIAL INSTRUCTIONS TO OFFERORS

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1. Offshore Performance of Work Prohibited: Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the solicitation.

### SPECIAL TERMS AND CONDITIONS



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The following special terms and conditions are an explicit part of the solicitation and any resultant contract.

**1.0 Evaluation:** In accordance with the Arizona Procurement Code '41-2535, awards shall be made to the responsible bidder submitting the quotation which is most advantageous to the state and conforms to the solicitation.

- **2.0 Term of the Contract:** The term of any resultant contract shall commence on award date and shall continue for a period of one (1) year thereafter unless terminated, canceled or extended as otherwise provided herein.
- 3.0 Contract Renewal: The contract shall not bind nor purport to bind the state for any contractual commitment in excess of the original contract period. The Arizona Department of Public Safety reserves the right, upon mutual agreement between the Arizona Department of Public Safety and the successful offeror, to renew the contract for supplemental periods of up to twenty-four (24) months or a portion thereof. If such rights are exercised, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period unless otherwise stipulated. Contractor shall not initiate any automatic maintenance renewals.
- **4.0 Price Adjustment:** The Arizona Department of Public Safety may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Arizona Department of Public Safety shall determine whether the requested price increase or an alternate option is in the best interest of the state. The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the state.
- **5.0 Maintenance** (**Local**) In order to assure that any ensuring contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance facilities or have specific agreements in force with a third part to provide local maintenance. Maintenance facility must be staffed by trained technicians and have timely access to parts inventory in order to provide quality service on the equipment specified.
- **Payment for Services:** Payment for services rendered under this contract shall be paid in arrears. Contractor shall submit an invoice, no later than the tenth day of each month, to the Arizona Department of Public Safety Finance Section Mail Drop 1330; P.O. Box 6638, Phoenix, Arizona 85005-6638. The invoice must contain contractor=s company name, current Arizona Department of Public Safety purchase order number, contract number and the month/year services were provided.
- **7.0 Discount Rates:** The contractor(s) shall be responsible for disclosing and honoring all applicable discount rates contained herein (i.e. Purchasing Card, Electronic Ordering Systems, Quantity Purchase, Special Educational and Prompt Payment discounts) to the Department of Public Safety. Disclosure shall be made during all verbal and written communications, order confirmations, and on invoicing activities made under the resultant contract(s). Failure to disclose and include all applicable discount rates to contracted customers may result in contract cancellation.
- 8.0 Special Instructions: State of Arizona Purchasing Card Program Option: The State of Arizona has implemented a purchasing card program. Participating vendors may receive payments from the Department of Public Safety via this purchasing card program. Bidders/Offerors should consult with their servicing bank to discuss this program and all applicable fees.

## **SPECIAL TERMS AND CONDITIONS**

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**Questions:** Questions pertaining to this solicitation process shall be directed to Carol Wilson, Procurement Specialist, at (602) 223-2452.

Fax your response to: Carol Wilson, Procurement Specialist, at (602) 223-2944.

(NOTE: Responses due prior to 5:00 P.M. M.S.T. on OCTOBER 25, 2004)

Please submit the attached Small Business - MBE/WBE Certification with your bid.

### **SPECIFICATIONS**



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- 1. The equipment designated in the quotation requires highly technical and on-going service. Therefore, bidder utilizing maintenance centers located other than the bidder's prime locations shall secure a written statement from an authorized representative of the maintenance center confirming their acceptance of the designation, explaining in detail their legal relationship with the bidder and submitting a copy of any legal documents that substantiate the relationship. Failure to include this information in the RFQ may be cause for rejection.
- 2. Service technician(s) response time for service within a 50-mile radius of Phoenix, service maintenance technician(s) shall respond on site within a maximum of four (4) business hours after receipt of call from DPS.
- 3. Service maintenance for Canon Color Copier IRC 3200 shall include the following:
  - 3.1 Maintaining the copier and all attached components in first class operation condition.
  - 3.2 Maintenance shall be performed utilizing original equipment manufacturer trained and fully qualified technicians.
- 4. If the offeror's technicians are not OEM factory trained, the bidder shall provide supportive document from the training facility, on schools letterhead, with a complete written description of; A) Who conducted the training. B.) Where the training was conducted, C.) What is included in the training process, and D.) A list of the series or grouping of like products, of cross training for certification or recertification. The documentation shall verify the training certificates and must be submitted with the RFQ. A list of the copyrighted training material may be included. All certificates are subject to being verified. Failure to submit this information may result in the offer being rejected. All technician certificates shall be kept current (up to date) for the life of the contract.
- 5. If training is provided by the original equipment manufacturer, then proof of training must be submitted with the quotation.
- 6. The successful bidder shall provide (excluding Saturdays, Sundays and legal holidays) on-site maintenance on as "as-called" basis during normal business hours (i.e. 8:00 a.m. to 5:00 p.m.)
- 7. All defective or worn parts shall be replaced with parts approved by the manufacturer for replacement and carrying the manufacturer's standard warranty.
- 8. Preventative maintenance shall include all cleaning, lubrication, adjustments and part(s) replacement. The maintenance shall be regularly scheduled based upon the manufacturer's recommended time tables. Toner, developer, web and staples supplies shall be provided by DPS, using contract vendors whenever available.
- 9. Provisions shall be made for access of a comparable machine to continue operation at no additional cost to DPS for copier requiring removal for service or downtime of an excess of sixteen (16) hours.
- 10. Service maintenance costs shall include all parts, drums or masters, or like transfer parts, PM kits, supplies (not covered by the State contract) not listed as consumable, labor, travel, service and preventative maintenance.
- All claims by the contractor that equipment breakdowns occurred as a result of the use of independent copier supplies must be supported by written documentation from the manufacturer and/or servicing technicians submitted to the Arizona Department of Public Safety. Documentation shall include written confirmation from the manufacturer and/or servicing technician stating the direct cause of excessive equipment breakdown. Use of independent copier supplies shall not void warranty or service maintenance agreements.
- 12. Bidder shall offer a monthly base charge for copier, and a single price per copy of all copies (zero and above). Up charges for options shall not be allowed under this contract. The successful contractor shall only charge DPS for copies actually run per month
- 13. Approximate annual color impressions 50,000; approximate annual black and white impressions 92,310.

# PRICE SHEET

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1.	Base maintenance monthly fee	\$
2.	Color cost per impression/click to include maintenance and supplies (not covered by State contract)	\$
3.	Black/white cost per impression/click to include maintenance and supplies (not covered by State contract)	\$

### **ATTACHMENT**

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### **SMALL BUSINESS CERTIFICATION**

In accordance with A.R.S. §41-2535 and A.A.C. R2-7-335, except where practicable, and as provided for under these rules, this purchase is restricted to small businesses. A small business is one that, including its affiliates, is independently owned/operated, is not dominant in the type of business it conducts and which employs fewer than 100 full-time employees OR which had gross receipts of less than \$4 million dollars in its last fiscal year. By checking the appropriate line shown below, offeror certifies whether it is a small business as defined in this

	e in identifying yourself as a small business, call 1-800-542-5684.
· —	iness definition, please check the applicable line shown below. Under certain referenced rules, DPS <u>may</u> waive the small business requirement.
Do	es meet small business definition.
Do	es not meet small business definition.
<u>M</u>	INORITY OR WOMEN OWNED BUSINESS
Please indicate below if your bus as being at least 51% minority or	siness qualifies as a minority or women owned business. This status is defined women owned.
Ye	s
No	
(NOTF: Please submit this doo	nument with your offer)

(<u>NOTE</u>: Please submit this document with your offer.)